

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
CIVIL ACTION NO.

07-5341B

INDEPENDENT TAXI OPERATORS
ASSOCIATION,
Plaintiff,

VS.

PAUL MORRILL,
Defendant.

2001 DEC -6 PM 12:23
MICHAEL JOSEPH DONOVAN
CLERK/REGISTRAR

COMPLAINT

I. PARTIES

1. The Plaintiff, Independent Taxi Operators Association, (the "Plaintiff" or "Association") is an association of taxi operators in the City of Boston, which was organized November 10, 1924, and has a principal place of business on 223 Albany Street, Boston, Suffolk County, Massachusetts.

2. The Defendant, Paul Morrill, (the "Defendant") is a resident of Hyde Park, Suffolk County, Massachusetts.

II. FACTS

1. The Plaintiff is an organization of independent taxi operators that formed sometime in or about November 1924.

2. Pursuant to the terms of its Constitution, the Association is a self-governing entity comprised of elected officers, board of directors and members.

3. At all times pertinent to this Complaint, the Defendant held the elected position of Treasurer.

4. At all times pertinent to this Complaint, the Defendant was a member of the Association.

5. According to the terms of its Constitution and its practices, the duties of the Treasurer included:

- a. the receipt and deposit of all monies from all sources belonging to the Association;
- b. the payment of all debts of the Association subject to the approval of the Association and/or Board of Directors;
- c. the maintenance of accurate financial records of the receipt and disbursement of all funds.

6. In or about February 2002, the Association became aware for the first time that as Treasurer, the Defendant had accepted monies due the Association and had used them for personal or non-approved uses.

7. Upon its discovery, the Association demanded the Defendant's resignation.

8. Upon its discovery, the Association demanded that the Defendant vacate the Albany Street headquarters.

9. Prior to vacating the premises, the Defendant took and/or destroyed or caused to be taken and/or destroyed financial documents relating to his duties as Treasurer. Said documents were and are the property of the Association.

10. Over the next several years, the Association undertook a review of available financial information to reconcile monies received by the Defendant in his capacity as Treasurer and expenditures made.

11. Upon a review of available information, it became apparent the Defendant utilized monies due and owing the Association for personal use or non-approved uses including, but not limited to the following:

- a. disbursing monies to family members for non-Association purposes;
- b. disbursing monies for accounting services rendered to him for his personal accounting needs;
- c. disbursing or utilizing monies to pay for his personal debt obligations, including but not limited to a personal American Express Account;
- d. disbursing monies to charitable institutions to benefit his personal reputation without seeking board approval;
- e. utilizing monies for personal expenditures unrelated to any Association purpose.

12. As of this date, the Defendant has not reimbursed the Association for any and all monies he used for his and or the benefit of others and/or for non-approved expenditures.

13. As of this date, the total amount of the monies due and owing the Association exceeds Two Hundred Thousand (\$200,000.00) Dollars.

COUNT I
MISSAPPROPRIATION OF FUNDS

14. The Plaintiff repeats and reaffirms the allegations in Paragraphs 1 through 13.

15. During his tenure as Treasurer, the Defendant came into possession of monies lawfully due the Association and intended for the use of the Association and misappropriated the use of said monies for his benefit or for the benefit of another.

16. Whereby the Association, due to the Defendant's misappropriation of funds, suffered damages in excess of Twenty-Five Thousand (\$25,000.00) Dollars.

COUNT II
EMBEZZLEMENT

17. The Plaintiff repeats and reaffirms the allegations in Paragraphs 1 through 16.

18. The Defendant by virtue of his position as Treasurer came into the possession of the property of the Association and unlawfully and with the intent to steal or embezzle, converted, or secreted with the intent to convert for his use or the use of another, the property of the Association.

19. Whereby due to the Defendant's actions, the Association suffered damages in excess of Twenty-Five Thousand (\$25,000.00) Dollars.

COUNT III
BREACH OF FIDUCIARY DUTY

20. The Plaintiff repeats and reaffirms the allegations in Paragraphs 1 through 19.

21. By virtue of his position as Treasurer of the Association, the Defendant owed a duty to the Association to act in its best interest in all matters involving the collection and disbursement of Association monies.

22. During his tenure as Treasurer, the Defendant repeatedly utilized Association monies for his personal use or for the personal use of others contradictory to the Association and clearly not in the best interests of the Association.

23. Whereby due to the Defendant's actions, the Association suffered damages in excess of Twenty-Five Thousand (\$25,000.00) Dollars.

COUNT IV
CONVERSION

24. The Plaintiff repeats and reaffirms the allegations in Paragraphs 1 through 23.

25. During his tenure as Treasurer, the Defendant came into possession of monies of the Association and without permission or entitlement, permanently deprived the Association of the use of said monies and utilized said monies for his own purposes.

26. Whereby due to the Defendant's conversion of Association property, the Association suffered damages in excess of Twenty-Five Thousand (\$25,000.00) Dollars.

COUNT V
BREACH OF CONTRACT

27. The Plaintiff repeats and reaffirms the allegations in Paragraphs 1 through 26.

28. As an elected official of the Association, the Association and Defendant agreed that the Defendant would receive all monies from all sources belonging to the Association and deposit same in a reliable bank and would draw all checks of the Association subject to the approval of the Association.

29. Implicit in the terms was that the Defendant would carry out his duties in good faith.

30. Due to the Defendant's utilizing Association monies for his own use or benefit, he has breached the terms of the contract as well as the covenant of good faith implicit in all contracts.

31. Whereby due to the Defendant's breach of contract, the Association suffered damages in excess of Twenty-Five Thousand (\$25,000.00) Dollars.

COUNT VI
LARCENY

32. The Plaintiff repeats and reaffirms the allegations in Paragraphs 1 through 31.

33. The Defendant took the property of the Association with the intent to permanently deprive the Association of the use of said money and in so doing committed a larceny on the Association.

34. Whereby due to the Defendant's actions, the Association suffered damages in excess of Twenty-Five Thousand (\$25,000.00) Dollars.

THE PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL COUNTS.

Respectfully submitted,

INDEPENDENT TAXI
OPERATORS ASSOCIATION,
By its attorneys,

BELLOTTI & BARRETTO, P.C.

A handwritten signature in dark ink, appearing to read "Peter V. Bellotti", is written over a horizontal line.

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